RECENT DECISIONS

CARRIERS—WAIVER OF PASS—EMPLOYEE AS PASSENGER.—When engaged by the defendant company as a collector in its lighting department, the plaintiff was furnished a book of free coupon tickets over the defendant's electric car lines, which book contained a clause exempting the carrier from liability for negligence. The plaintiff, in the course of his duty, boarded a car and tendered his book, but the employee operating the vehicle did not lift a ticket, saying that there was no one on the car and that he knew the plaintiff. In alighting at his stop, the plaintiff, due to the careless operation of the car, was thrown to the ground and his foot run over. *Held*, plaintiff was a passenger to whom the company was liable for negligence. *Nashville Railway and Light Co.* v. *Overby* (Tenn.), 223 S. W. 997.

The general rule that the carrier cannot limit its liability for negligence applies not only to the case of a money payment for the transportation, but also where a pass is issued in consideration of some service performed by the employee, when it may be considered a part of such employee's salary. *Gill* v. *Erie R. Co.*, 135 N. Y. Supp. 355, *Klnck* v. *Chicago, etc., R. Co.*, 262 Ill. 280, 104 N. E. 669, 52 L. R. A. (N. S.) 70. But where the pass is purely gratuitous and not in compensation for services rendered the carrier, a stipulation limiting the carrier's liability, agreed to by the party accepting the gratuity, is binding. *Northern Pacific R. Co.* v. *Adams*, 192 U. S. 440; *Boering* v. *Chesapeake, etc., R. Co.*, 193 U. S. 442; *Atchison, etc., R. Co.* v. *Smith*, 38 Okla. 157, 132 Pac. 494.

Passes and free tickets are the equivalent of any other fares, and the use and waiver thereof are governed by the same principles that govern other payments. When the employee has no apparent right to waive the payment of a fare by a person seeking to become a passenger, one riding by the invitation or consent of such employee is not to be considered a passenger. *Clark* v. *Colorado, etc., R. Co.*, 165 Fed. 408, 19 L. R. A. (N. S.) 988; *Drogmund* v. *Metropolitan, etc., R. Co.*, 122 Mo. App. 154, 98 S. W. 1091. But where the apparent authority to waive payment of fare is vested in the employee, one riding by the invitaion or with the consent of such employee is a passenger, and the liability of the carrier attaches. *Chattanooga Rapid Transit Co.* v. *Venable*, 105 Tenn. 460, 58 S. W. 861; *Gabbert* v. *Hackett*, 135 Wis. 86, 115 N. W. 345, 14 L. R. A. (N. S.) 1070.

COMMERCE—TELEGRAM—TRANSMISSION BETWEEN POINTS WITHIN ONE STATE IS INTERSTATE COMMERCE WHEN RELAYED AT A POINT IN ANOTHER STATE.—The plaintiff brought suit to recover for mental suffering caused by a mistake in delivering a telegraphic message. The message was sent from Greenville, N. C., to Rosemary in the same State, but the message was transmitted by the company from Greenville, through Richmond, Va., and thence to its destination. It was physically possible to